

Consulting Agreements Reference Sheet Required & Suggested Language

1. **Identification of Consultant:** The agreement is between the outside company and the faculty or staff member, not Emory University. The faculty or staff member is required to use his/her home address when executing consulting agreements.

2. **Emory Obligations:** The outside company must recognize and respect the Consultant's position as a faculty or staff member of Emory University. Faculty and staff members should remember that they cannot use Emory resources or facilities for their private consulting activities. The following language is **required**:

[Company name] and [your name] recognize that your primary duty as a full-time Emory University faculty member is to Emory University. [Company] and [your name] agree that Emory University policies and your obligations to the University shall govern and be afforded primacy in the event a conflict arises with this agreement. Consultant agrees to furnish [Company name] with copies of any Emory Policies.

3. **Publishing:** Agreements with outside companies should not interfere with a faculty member's right to publish his/her research. However, publications may be reviewed by the outside company in order to ensure that the company's proprietary information is not disclosed and to protect the company's rights in patentable or copyrightable material. The company should not censor a faculty member's publications. A faculty member should consult his/her own attorney, however, the following language or similarly adapted language is suggested:

Consultant may, at his/her discretion, publish the results of his/her work. Consultant agrees to provide draft copies of abstracts, papers, manuscripts, and other oral or written disclosure to the Company for review and written approval within __ days before submitting them for publication, presentation or otherwise disclosing them to a third party. Company shall limit its review to a determination of whether the Company's Confidential Information is disclosed therein and whether its patentable and copyrightable materials are protected, and shall not attempt to censor or in any way interfere with Consultant's presentation or conclusions beyond the extent necessary to protect the Company's Confidential Information or to allow the Company to protect its rights in patentable or copyrightable material. Approval by the Company shall not be unreasonably withheld and the Company shall notify Consultant of its decision within the __ day period. Such publications shall disclose Consultant's relationship with Company.

4. **Confidential/Proprietary Information:** Consultants should agree to keep confidential only the information that is specifically identified to them as such, preferably in writing. This helps to avoid future disputes between consultants and companies. A faculty member should consult his/her own attorney, however, the following language is highly suggested:

Consultant may be privy to Proprietary Information (as defined below) of competitive value to the Company. Consultant understands that such Proprietary Information will be among

the principal assets of the Company, and the improper dissemination of the Proprietary Information would materially damage the Company. Accordingly, Consultant agrees to keep in confidence and not to use or disclose any such Proprietary Information for a period of ____ years after termination of this Agreement, unless Consultant receives written consent to the contrary from the Company, or until such Proprietary Information comes into the public domain. All documents and other physical property, including biological materials, furnished to Consultant by the Company or others in connection with Consultant's services as a consultant will be and remain the sole property of the Company and will be returned promptly to the Company as and when requested. Company shall use its best efforts to disclose such proprietary Information to consultant in written form marked as "Proprietary". If it is not feasible for Company to first disclose such Proprietary Information in written form, Company shall, within thirty (30) days thereafter, provide Consultant with a written summary of such Proprietary Information marked as "Proprietary".

"Proprietary Information" refers to valuable non-public technical or business information of the Company and may include, by way of example, non-public information relating to inventions, products, research and development activities, business strategies, and financial status, but does not include information that (I) is or becomes generally available to the public other than by disclosure by Consultant in violation of this Agreement; or (ii) Consultant can demonstrate by prior written records to have been within his/her possession prior to disclosure by the Company; or (iii) becomes available to Consultant on a non-confidential basis from a party that does not have an obligation of confidentiality to the Company with respect to such information; or (iv) is independently developed by Consultant without reference to any information the Consultant receives from the Company; or (v) is requested by a governmental agency or required by law to be disclosed by Consultant, provided that the Consultant gives the Company prompt notice of such requirement and cooperates with the Company, at the Company's expense, in interposing any appropriate objection to such requirement.

5. **Ownership of Inventions:** Inventions may be granted to the outside company but only for works that are developed as a direct result of Consultant's services described in the agreement during the term of the agreement; you should discuss involvement for filing and defending patent applications with your own attorney. The following language is **required**:

[Company] is aware of and agrees that Consultant has an active research and clinical program at Emory. Company understands and agrees that Emory may assert ownership rights to inventions and other intellectual property that Consultant may develop that are related Consultant's field of research or clinical activities or that are made using Emory resources.

6. **Ownership of Copyrights:** Works may be assigned to the outside company but only for works that are developed solely as a direct result of Consultant's services described in the agreement during the term of the agreement; you should discuss involvement for registering or defending copyrights with your own attorney.

7. **Publicity; Use of Name:** The Emory name or trademark may not be used by the company unless there is a specific license agreement in place. If the company wants to identify you by

your title at Emory, the following language is **required**:

With the limited exception of citing Consultant's faculty title (subject to the conditions outlined below), Company will not use the names, likenesses, or logos of Emory in any of their fund-raising or investment documents, publications, websites, advertisements, press releases, or marketing and promotional materials (hereinafter "Materials"). If Company cites Consultant's title and/or affiliation with Emory in its Materials, it agrees to include the following statement in such Materials as a parenthetical comment next to Consultant's name, title and/or affiliation: "Dr. _____ is paid by Company to provide/present this information. The opinions expressed are those of Dr. _____/Company and do not necessarily reflect the views of Emory University or EmoryHealthcare. Dr. _____ participation in this activity does not constitute or imply endorsement by Emory University or EmoryHealthcare."